

Terms and Conditions for Affinidi Services

Version 2.2 - May 2024

1. Preamble

Affinidi Pte. Ltd., a private limited company, incorporated in Singapore and having its registered office address at 83 Clemenceau Avenue, Singapore 239920 (“**Affinidi**” and / or “**We**” and / or “**Us**”) is a company in the field of information technology. One of our key services is the provision of a data vault called Affinidi Vault, allowing end users (“**Consumer**”) to own, collect and store their data and selectively share it with participating website and app operators (“**Developer**”) in a privacy-enabled and consent-driven manner. In order to do so, We enable the Developer to implement a login system called Affinidi Login for his/her services, allowing Consumer to log in with his/her data stored in the Affinidi Vault. In this way, We allow the Developer to use authentication processes with decentralized data storage without having to collect data from Consumer during the login or registration process. In this regard, We offer various services and products to the Developer as well as to Consumer, each of which is subject to these Terms and Conditions (“**Terms & Conditions**”). Section 2 of the Terms & Conditions shall apply to services and products we offer to the Developers. Section 3 of the Terms & Conditions shall apply to services and products we offer to the Consumer. While Sections 4, 5, 7, 8 and 9 of the Terms & Conditions contains partially deviating and / or supplementary provisions to Sections 2 and 3.

2. Affinidi Services towards Developer(s)

2.1. Subject Matter and Scope of Service

- 2.1.1. Subject matter of the Terms & Conditions is the provision of our services and products according to sections 2.2 & 3.2 respectively and as described in the service descriptions in the appendices to the Terms & Conditions and any other products or services offered by us (collectively “**Services**”).
- 2.1.2. By way of completing the order process regarding our Services and accepting the Terms & Conditions (including its appendices), the Developer applies for the agreement to the Services, which will only be concluded by our acceptance of Developer’s offer (hereinafter: “**Agreement**”). We are free to accept or deny the offer at our own discretion.
- 2.1.3. We offer our Services according to section 2 to Developers, defined as a natural or legal person who, at the time of concluding this Term and Conditions, is acting in the exercise of his/her commercial or professional activity. In case of any amendment to these Terms and Conditions, they shall be required to be agreed in writing between the Parties.
- 2.1.4. Insofar as the Services include the provision of copyrighted or otherwise (e.g. as trade secret) legally protected content (e.g. software, software components, CLIs), We grant the Developer a worldwide, non-exclusive, non-transferable and non-sub licensable right to use the content or have it used in Developer’s interest and under its commission to the extent granted in and for the term of the Agreement (unless explicitly granted differently between Us and the Developer by citing the deviation to this section 2.1.4 of the Terms & Conditions). The Developer shall not transfer the content to third parties in particular, he/she shall not sell, lend, rent or publicly reproduce the content or make it accessible. The Developer shall not reverse engineer, disassemble, decompile, except to the extent permitted by applicable mandatory law, or use it to train any artificial intelligence model or application.

2.1.5. Insofar as our Services contain open-source software (“**OSS**”) components, the use of these components is exclusively subject to the corresponding terms and conditions of the respective OSS. No provision of the Terms & Conditions shall affect the rights or obligations of the Developer under the corresponding terms and conditions of the OSS. In the event of contradictions or conflicting provisions between the license terms of the OSS and the provisions of the Terms & Conditions, the license terms of the OSS shall take precedence.

2.1.6. All appendices to the Terms & Conditions (“**Appendices**”) are incorporated by reference and made an integral part of the Agreement. In the event of conflicts or ambiguities between any provision of this Terms & Conditions and the Appendices hereto, the terms in this Terms & Conditions shall take precedence and prevail over the terms of the Appendices, unless and to the extent: (a) If it is explicitly stated otherwise in this Terms & Conditions and/or the Appendix, or (b) an Appendix explicitly declares a specific provision of this Terms & Conditions as not applicable (citing requirement).

2.2. Services

Our Services do not only include one service or product but may include a number of respective services, products and deliverables that the Developer has applied for by way of our order process and that has been made part of the Agreement upon our acceptance and which may include but not be limited to the following:

2.2.1. Affinidi Login

2.2.1.1. To the extent that Affinidi Login has been made part of the Agreement, We enable the Developer to use an authentication method with decentralized data storage on his/her website or app so that the Developer does not need to collect data directly from Consumer while Consumer is logging in or registering on Developer's website or app. A service description as well as the technical system requirements for using Affinidi Login are set out in **Appendix 1**.

2.2.1.2. In order to be able to use Affinidi Login, the Developer needs to login through Affinidi Vault and register and authenticate by downloading the Affinidi Vault Chrome extension from the Chrome Web Store or accessing the Affinidi Vault @ www.vault.affinidi.com , which is accessible both via desktop and/or mobile.

2.2.1.3. The service description and system requirements for using Affinidi Vault in **Appendix 4** shall apply accordingly.

2.2.2. Affinidi Portal

To the extent Affinidi Portal has been made part of the Agreement, We grant the Developer access to Affinidi Portal, a web-based portal to access the documentation and other content that We provide for the Developer to implement and use our Services. A service description as well as the technical system requirements for using Affinidi Portal are set out in **Appendix 2**.

2.2.3. Affinidi CLI

2.2.3.1. To the extent the provision of CLI has been made part of the Agreement, We provide the Developer with a Command Line Interface or a corresponding software package respectively (collectively “**CLI**”). CLI enables the Developer to technically implement our Services or parts thereof on his/her app or service. A service description as well as the technical system requirements for using CLI are set out in **Appendix 3**.

2.2.3.2. As CLI provided by Us is not necessarily required to be installed in order to implement our Services or parts thereof, the Developer may also use a third party CLI or software component to implement and use Our Services, given that the third party CLI or software component meets the required technical requirements as in particular set out in the Terms & Conditions. If a CLI or third-party software package is used, the terms and conditions of the respective provider shall apply in this regard. We shall not be responsible for and do not warrant that our Services are usable with any particular third party CLI or software component or software-like tools. We reserve the right to reject or exclude third party CLI providers if this becomes necessary for weighty reasons . Weighty reasons are, for example, a technical incompatibility of the service of the third-party provider with our Services, legal reasons that prevent the connection to our Services or the adaptation of our Services to technical innovations.

2.2.4. Reference App

To the extent Affinidi Reference App has been made part of the Agreement, within Affinidi Portal We provide Developers with our Reference App, a demo version of our Services in which the Developer can test our Services and their functionalities in parallel to the live operation of our Services. In order to be able to use Reference App, the Developer needs Affinidi Vault. In this regard, sections 2.2.1 and 2.2.1.1 applies accordingly. Reference App runs separately from the live operation of our Services. In particular, this means that Reference App is not connected to Consumer's Affinidi Vault in the sense that Consumer data is transferred from Affinidi Vault to Reference App. The Developer shall not feed any real data from Consumers into Reference App and would be solely liable to the Consumer in case they are adding such information on the Reference App.

2.2.5. Affinidi Desktop App

To the extent Affinidi Desktop App has been made part of the Agreement, the following applies: Affinidi Desktop App is an additional security tool for the use of Affinidi Vault. Affinidi Desktop App enables Consumer to open Affinidi Vault in Consumer's browser, so that Affinidi Vault can only share Consumer's data with the Developer if Consumer has previously unlocked Affinidi Vault in his/her browser by entering his/her biometric data. The use of Affinidi Desktop App is not required for the use of Affinidi Vault, it is only an add-on. A service description as well as the technical system requirements for using Affinidi Desktop App are set out in **Appendix 5**.

2.2.6. Support

We offer support services (“**Support**”) for the implementation and use of our Services to the extent this has been made part of the Agreement. Unless otherwise agreed, our Support is limited to basic support in terms of Q&A lists that we provide in the Affinidi Portal or in case you

have upgraded your subscription tier then you would be eligible to avail support services as may be applicable to the tier of service you have subscribed to and as specified under www.affinidi.com/pricing. The limitations of warranty and liability in section 6 remain unaffected.

2.3. Prices and Payment for Affinidi Services

2.3.1. While the subscription to Our Services is free of charge, when the Developer has subscribed to any tier (like Essential or Community tier or any other tier as may be defined by us later), The Developer has the option to avail additional benefits by upgrading to various other subscription tiers offered by Affinidi.

2.3.2. The subscription tiers may as well be subject to limitations with respect to Monthly Active Users (“**MAUs**”), Affinidi Credits, Customer Support, etc. as specified in the Developer Portal and/or www.affinidi.com/pricing (“**Pricing Page**”). When the Developer’s actual usage of the Services reaches the limits or nears the limits as specified under the various subscription tiers in the Developer Portal and/or the Pricing Page, we may notify the Developer accordingly and suggest an upgrade of his subscription tier; at our discretion but taking into account the Developer’s interest we may also block any further actions within the Services that would exceed the defined quota. Affinidi can at their discretion charge overage for exceeding the MAUs or any other limitation as more particularly specified under the Developer Portal and/or the Pricing Page. The Developer will not be able to complete any further API call when the number of Credits in that Developer’s account at the moment of request to the API call does not cover the actually defined Credit cost. Further, the Developer may not be able to add users to their services through Affinidi Services, in case they reach their maximum MAU limit. For the purpose of this clause,

2.3.2.1. Affinidi Credits (“**Credit(s)**”) refers to credits provided by Affinidi as a fair play mechanism to the account of the Developer. Each subscription tier has a predefined number of Credits allocated for API calls made for various reasons. The number of Credits required for each API call will depend on the functionality within the Service and may be revised at any time with notice to the Developer. Further, the performance of an API call in the course of using Our Services may require the Developer to utilize Affinidi Credits made available to such Developer. The number of Credits/MAUs within the Developer’s account will be reset according to his subscribed tier at the beginning of every subscription cycle during the term of his/her active subscription tier.

2.3.2.2. MAUs refers to number of unique end-users/Consumers who have successfully logged into any website configured under that project by the Developer at least once in the given month.

2.3.3. The Developer may ask for an upgrade, downgrade, initiation, or cancellation of a subscription tier which will become effective upon Our approval with the effect of the following subscription cycle. Provided however in case of downgrade or cancellation of a paid subscription, the Developer will have to inform Us minimum seven (07) days before the subscription period ends in order for Us to process the cancellation/downgrade in the next subscription cycle. In case the Developer fails to inform us seven (07) days before the subscription period ends, we shall be able to process the cancellation/downgrade only in the cycle after the next cycle.

2.3.4. We are entitled to adjust the applicable subscription tiers, their conditions and details as well as the Credit cost per API for the future any time during the Term of this Agreement. Such

adjustments will become binding after We inform the Developer about the upcoming changes with a reasonable notice period of at least fourteen (14) days and the Developer continues or starts using the respective Service without refusing that change at least in text form to Us. In case the Developer refuses to accept the changes, the existing Agreement between Us and the Developer remains unchanged, we are entitled to suspend the Services immediately and to terminate the Agreement in total or partly for good reason with a notice period of one (1) month. In any case we will respect the Developer's legitimate interest.

2.3.5. In case you have subscribed to or interested in any of the paid services introduced by Us ("**Paid Services**") and as specified at www.affinidi.com/pricing, you may have to make payment of such price or any revised price updated from time to time according to the rules of these Terms & Conditions. You may choose a mode of payment for Paid Services as offered and specified by Us at the time of the subscription. You agree to pay us the applicable fees and taxes specific to Paid Services as required under applicable laws for the time being in force.

2.3.6. You may also be redirected for payment purposes to a third-party payment processing site offering payment through various channels such as net banking, debit card and credit card ("**Payment Gateway**") and you shall abide by the terms and conditions of such Payment Gateway.

2.3.7. In case of any disputes with respect to any payments made to us under the subscription plans or any other manner for availing the Services, the Developers can contact us through either the contact us section in Affinidi Portal or through the contact us section at <https://www.affinidi.com/get-in-touch> and we shall respond to the queries without undue delay.

2.4. Term and Termination of the Services for Developers

2.4.1. The term of the subscription tiers as well as the subscription to any of our services shall be unlimited.

2.4.2. Notwithstanding the term and termination of this Agreement (section 5), The Developer may send a notice to Us to terminate any of the Services at any time, whether in respect of all or only selected Services or subscription tiers, and We will execute the request of the Developer to terminate the subscriptions within a period of thirty (30) days of receipt of the request.

2.4.3. We may terminate the Agreement with regard to the Developer's services fully or in parts at any time during the term of this Agreement with effect to the end of the month of the termination.

2.4.4. Upon expiry or termination of the Agreement, We will cease to provide Services to Developer. If the Agreement is terminated only with respect to single Services, we will cease to provide such Services. The Developer shall, within a reasonable time, specifically return or destroy all copyrighted or otherwise legally protected content (including CLI or software and software components) in his/her possession, and each party shall return all copies of the other party's confidential information.

2.5. Developer's Obligations

2.5.1. The Developer shall be responsible for meeting the system requirements for the implementation and use of the Services described in this Agreement.

- 2.5.2. The Developer shall remember his/her passphrase and keep it safe. We currently do not provide any mechanisms to reset the passphrase. In this case, the Developer must re-register and re-authenticate.
- 2.5.3. The Developer shall be responsible for providing the facilities including hardware, software and internet connection necessary to properly use the Services as set out in the Agreement and which are within his/her sphere. The Developer shall be responsible that the Services ordered are fit for his/her purpose and he/she has asked for all relevant information. The Developer shall further be responsible for the security of his/her systems in place to use our Services and for protecting them against malicious software and attacks.
- 2.5.4. Insofar as our Services contain components of software for which separate license conditions apply and are to be observed, We shall draw Developer's attention to this in an appropriate manner. In this regard, our Services may contain components of open-source software to which respective license terms may apply. The respective open-source license terms shall prevail over the terms of this Agreement. The Developer shall be solely responsible to comply with the open-source license conditions in accordance with section 2.1.5 of the Terms & Conditions.
- 2.5.5. Our Services are not an archive or a backup system. This is why the Developer is responsible for the backup and storage of any data transferred to Us by either the Developer or Consumer using our Services via Developer's website. We can rely on the assumption that any data We will come in contact with or have influence on by way or in connection to our Services, has been saved for backup purposes by the Developer on a state-of-the-art level.
- 2.5.6. In case, the Consumer or the Developer have opted for cloud back-up & restore option in their respective Affinidi Vault, Affinidi would be storing the backup on their behalf. While creating the back-up, Consumer/Developer would receive an email with the back-up id which would have to be provided while restoring the backup in the vault along with the passphrase set by the Consumer/Developer for their vault. This service is available with limited capability only for the web app and mobile app (android) of Affinidi Vault. The Company may provide further enhancements to the cloud backup in future at their discretion. This could be free or for a price as may be decided by the Company.

2.6. Data Protection

We shall not be responsible for the personal data pertaining to which the Developer is the data controller. This applies in particular to the extent that the Developer processes personal data of the Consumer previously provided to him/her by the Consumer in the context of their contractual or pre-contractual relationship. The Developer indemnifies us against any claims made against us by the Consumer based on Developer's unlawful processing of Consumer's personal data received from the Consumer. Apart from that, We are compliant with applicable laws, in particular the General Data Protection Regulation (GDPR), Singaporean Data Protection Regulations and Indian Data Protection Regulations.

2.7. Modification of Services or of the Terms & Conditions

- 2.7.1. We reserve the right to change our Services (in completely or in part) at any time with effect for the future if this becomes necessary for good reasons, neither Consumer nor the Developer is placed in a significantly worse position by the change and the change is reasonable for the

Consumer and the Developer. Good reasons include, for example, changes to the services of our own contractual partners and the adaptation of our Services to technical innovations. Reasonable reasons include, in particular, changes that do not significantly affect the interests of Consumer or the Developer or do not result in a significant restriction of the scope of use of the Services, e.g., the addition of additional functions or Services.

- 2.7.2. We will inform the Developer of any changes to the Terms & Conditions and/or the scope of Services that go beyond the cases specified under section 2.7.1 e.g. by displaying such information as part of the log-in procedure for the respective Services at least fourteen (14) days in advance. Insofar as changes beyond section 2.7.1 do not affect essential contractual provisions, Developer's consent to the change of the Agreement shall be deemed to have been granted unless the Developer objects to the change in text form within fourteen (14) days after receipt of the change notification and continues to using our Services. .
- 2.7.3. If the Developer objects, we are entitled to suspend the Developer's access to the particular Service and we may terminate the Agreement extraordinarily with immediate effect or reasonable notice period. In any case we will take into account the reasonable interest of the Developer.
- 2.7.4. Furthermore, We reserve the right to make changes to the Terms & Conditions insofar as these are necessary to fill regulatory gaps or serve to implement changes in the law, changes in court rulings or changed market conditions.

2.8. Confidential information

Each party will hold the other party's confidential information in confidence and will use the same efforts to maintain the confidentiality of the other party's confidential information as it uses to protect its own confidential information of a similar nature, but in any event no less than reasonable efforts. Neither party shall disclose such confidential information to third parties nor use the other party's confidential information for any purpose other than the purposes of this Agreement. Confidential information does not include information that: (a) is already known by the receiving party at time of disclosure; (b) becomes, through no act or fault of the receiving party, publicly known; (c) is received by the receiving party from a third party without a restriction on disclosure or use; or (d) is independently developed by the receiving party without reference to confidential information of the disclosing party. A party may disclose confidential information of the other party to the extent required to be disclosed by a court or governmental agency pursuant to a statute, regulation or valid order; provided that the receiving party first notifies the disclosing party and gives the disclosing party the opportunity to seek a protective order or to contest such required disclosure.

2.9. Additional provisions pertaining to Services for Developers

- 2.9.1. All disputes arising out of or in connection with the Services for Developers and this Agreement shall be governed by the laws of the country in which the Developer resides.
- 2.9.2. All disputes arising out of or in connection with the Services for Developers and this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with such Rules.
- 2.9.3. With regard to the place of jurisdiction, the provisions of the applicable law shall apply.

- 2.9.4. Any clause, provision, or portion of the Agreement found or ruled invalid, void, illegal or otherwise unenforceable under any law or by any court or in any other proceeding, shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.
- 2.9.5. The parties agree that the Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 2.9.6. These Terms & Conditions govern the Developers' use of or access to our Services in addition to the Privacy Notice of Affinidi.

3. Affinidi Services towards Consumers

3.1. Subject Matter and Scope of Service

- 3.1.1. Subject matter of this chapter 3 is the provision of a data vault to Consumers enabling them to own, collect and store their data and selectively share it with the Developers, and related services, in each case as set out in the respective Appendix and as described in the service descriptions in the Appendices to the Terms & Conditions. The Consumer in this regard is any natural person who enters into the contract for purposes that can predominantly be attributed neither to his or her commercial nor to his or her independent professional activity.
- 3.1.2. By way of completing the order process regarding our Services and accepting the Terms & Conditions (including its Appendices), Consumer applies for the agreement to the Services, which will only be concluded our acceptance of the Consumer's offer ("**Agreement**"). We are free to accept or deny the offer at our own discretion.
- 3.1.3. Any deviating terms of use expressly do not apply, even if reference is made to their validity and We do not expressly object to them. Deviations from these Terms & Conditions require a contractual agreement in text form to be effective.
- 3.1.4. Insofar as the Services include the provision of copyrighted or otherwise (e.g. as trade secret) legally protected content (e.g., software, software components), We grant Consumer a world-wide, non-exclusive, non-transferable and non-sublicensable right to use our Services or have it used in Consumer's interest and under his/her commission to the extent granted in and for the term of the Agreement (unless explicitly granted differently between Us and Consumer by citing the deviation to this section 3.1.4 of the Terms & Conditions). The Consumer shall not reverse engineer, disassemble, decompile, or use it to train any artificial intelligence model or application, except to the extent permitted by applicable mandatory law.
- 3.1.5. The use of our Services shall only be allowed when Consumer is at least 18 years old.
- 3.1.6. While taking into consideration the reasonable interest of the Consumer we shall be entitled to suspend any Services fully or in part for the Consumer either when an applicable quota to the Service has been reached or we have reason to believe that the Consumer's use of the Service is not compliant with these Terms & Conditions or negatively effects our provision of Services to other Consumers or Developers. The Consumer may request to reinstate the Services when and to the extent the reason for suspension does not or not anymore exist.

- 3.1.7. All appendices to the Terms & Conditions (“**Appendices**”) are incorporated by reference and made an integral part of the Agreement. In the event of conflicts or ambiguities between any provision of this Terms & Conditions and the Appendices hereto, the terms in this Terms & Conditions shall take precedence and prevail over the terms of the Appendices, unless and to the extent: (a) If it is explicitly stated otherwise in this Terms & Conditions and/or the Appendix, or (b) an Appendix explicitly declares a specific provision of this Terms & Conditions as not applicable (citing requirement).

3.2. Services for Consumers

Our Services not only include one service or product but may include a number of respective services, products and deliverables that Consumer has applied for by way of our order process and that has been made part of the Agreement upon our acceptance and which may include (but not be limited) the following:

3.2.1. Affinidi Vault

- 3.2.1.1. To the extent Affinidi Vault has been made part of the Agreement, the following applies:

Affinidi Vault enables Consumer to discover, collect, store, share, and monetise their data in a fragmented data world. It also enables consumer to log in to websites, applications and other services that have implemented Affinidi Login (as defined in section 2.2.1. of the Terms & Conditions) (“**Participating Platforms**”) using Consumer’s data stored in the Affinidi Vault after one-time registration and authentication, without having to go through a registration and login process each time, as would otherwise be the case. We may also allow or make available other services for verification either ourselves or through other third-party partners. This gives Consumer a single identity on the basis of which Consumer can be identified and verified by all Participating Platforms. A service description as well as the technical system requirements for using Affinidi Vault are set out in **Appendix 4**.

- 3.2.1.2. In order to use Affinidi Vault, Consumer shall either download the Affinidi Vault’s Chrome Extension from the Chrome Web Store and then login to the vault or login into Affinidi Vault directly @ www.vault.affinidi.com (accessible both via desktop and/or mobile). The Consumer shall then register and authenticate. As part of the registration process, Consumer receives a confirmation e-mail from Us. This e-mail contains a confirmation link. By clicking on this link, Consumer confirms his/her e-mail address. The purpose of submission of the registration form constitutes Consumer’s declaration of offer to conclude the Agreement on the use of Affinidi Vault. We accept this offer by confirming Consumer’s registration by e-mail or by activating Consumer’s access to Affinidi Vault after Consumer has submitted the registration form.

- 3.2.1.3. Affinidi Vault may also be used by way of a mobile client, **Affinidi Mobile App** as soon as we will make it available to the consumer. The functionalities of the mobile app can include inter alia:

- Set up a Affinidi Vault and secure it with a passphrase and/or biometrics,
- Access the profile page and fill, modify or delete the profile data,
- Authenticate on a website and share data from his Affinidi Vault.

We may choose to limit the availability as well as the scope of functionalities of the Affinidi Mobile App at our discretion for testing purposes. The Consumers and the Developers who we will make it available to will be informed about the respective limitations.

3.2.1.4. Affinidi Vault allows/may allow Consumer to discover, collect, store, share, and monetise their data manage his/her data centrally. In this way, Consumer can, for example, add to, correct and change his/her data. The Consumer assures that the data provided by him/her, in particular his/her first and last name, address, date of birth and e-mail address, are true and correct. The Company is not required to check or authenticate the data included under the vault. Consumer's data is exclusively for Consumer's personal use and shall therefore be kept secret and secure at all times. The Consumer shall inform Us immediately if he/she becomes aware of or suspect any unauthorised use, disclosure and/or any misuse of his/her Affinidi Vault.

3.2.1.5. In the event of misuse or suspected misuse, We are entitled to immediately block access to Affinidi Vault with due consideration of Consumer's interests. The Consumer is liable for all consequences of the use by third parties, if he/she is responsible for the misuse of the data. In particular, Consumer is responsible for the misuse if he/she has made the unauthorised use of the access data possible, even if only negligently. If the reasons for blocking access to Consumer cease to apply, We are obliged to restore access to our Services.

3.2.2. Affinidi Desktop App

3.2.2.1. To the extent Affinidi Desktop App has been made part of the Agreement, the following applies: Affinidi Desktop App is an additional security tool for the use of Affinidi Vault. Affinidi Desktop App enables Consumer to open Affinidi Vault in Consumer's browser, so that Affinidi Vault can only share Consumer's data with Participating Platforms if Consumer has previously unlocked Affinidi Vault in his/her browser by entering his/her biometric data. The use of Affinidi Desktop App is not required for the use of Affinidi Vault, it is only an add-on. A Service description as well as the technical system requirements for using Affinidi Desktop App are set out in **Appendix 4**.

3.2.2.2. Section 3.2.1.5 of the Terms & Conditions apply accordingly also to the use of Affinidi Desktop App.

3.3. **Prices and Payment**

We provide our Services to Consumers free of charge.

3.4. **Term and Termination**

3.4.1. The term of this Agreement ("**Term**") is unlimited.

3.4.2. Notwithstanding the term and termination of this Agreement (section 5), the Consumer may send a notice to Us to terminate the Service at any time, whether in respect of all or only selected Services, and We will execute the request of the Consumer to terminate the subscriptions within a period of thirty (30) days of receipt of the request.

3.4.3. The right of Affinidi to terminate the Services for Consumers for good cause shall remain unaffected. Good cause entitling Us to terminate the Agreement exists in particular if Consumer has provided false and/or incomplete data during registration and/or has not updated his/her registration data in the event of a subsequent change and/or has disclosed his/her access data without authorisation and does not cease such infringement within a reasonable period after warning by Us. Considering Affinidi Is not storing any of the communication details of the Consumers and also considering the privacy friendly design structure followed for provision of Services, there is no effective method available to inform the Consumers regarding the closure of the Services in advance. However, Affinidi shall ensure to share communication regarding any other critical information regarding the services on their website Affinidi.com as may be feasible.

3.4.4. Upon expiry or termination of the Agreement, we will cease to provide the Services to Consumer.

3.4.5. Without prejudice to the options to terminate the Agreement mentioned above, we may cease to provide our Services in completely or in part at any time and without stating reasons.

3.5. Consumer`s Obligations

3.5.1. Consumer shall be responsible for meeting the system requirements for the implementation and use of the Services described in this Agreement.

3.5.2. Consumer shall remember his/her passphrase and keep it safe. We currently do not provide any mechanisms to reset the passphrase. In this case, Consumer must re-register and re-authenticate.

3.6. Data Protection

We are compliant with applicable data privacy laws, in particular the latest regulation in European Union law on Data Protection and Data Privacy, General Data Protection Regulation (GDPR), Data Protection Regulations of Singapore and Indian Data Protection Regulations. We are not responsible for the processing of Consumer's personal data on the Participating Platforms and by Developers respectively. In this regard, Consumer shall contact Developer. For the rest, We refer to our Privacy Notice.

3.7. Modification of Services or of the Terms & Conditions

3.7.1. We reserve the right to change our Services (completely or in part) at any time with effect for the future if this becomes necessary for good reasons, Consumer is not placed in a significantly worse position by the change and the change is reasonable for Consumer. Good reasons include, for example, changes to the services of our own contractual partners and the adaptation of our Services to technical innovations. Reasonable reasons include, in particular, changes that do not significantly affect the interests of Consumer or do not result in a significant restriction of the scope of use of the Services, e.g., the addition of additional functions or Services.

3.7.2. We will inform Consumer within a reasonable period of time of any changes to these Terms & Conditions and/or the scope of services that go beyond the cases specified in section 3.7.1 We

undertake to expressly inform Consumer of the respective modifications by sending the modified GTC and the consequences of not objecting to these modifications.

3.7.3. If Consumer objects, either party shall have the right to terminate the Agreement by giving notice with immediate effect.

3.7.4. Furthermore, we reserve the right to make changes to the Terms & Conditions insofar as these are necessary to fill regulatory gaps or serve to implement changes in the law, changes in court rulings or changed market conditions.

3.8. Additional Provisions with regard to Services for Consumers

3.8.1. Section 3 and any and all rights and obligations arising from or in connection with this part of the Agreement shall be governed by and construed in accordance with the laws of the country in which the Consumer resides.

3.8.2. With regard to the place of jurisdiction, the provisions of the applicable law shall apply.

3.8.3. These Terms & Conditions govern your use of or access to our Services in addition to the Privacy Notice of Affinidi.

4. Force Majeure

We are not liable for any loss, damage or penalty resulting from delays or failures in performance if the delay or failure results from events beyond our reasonable control (a “**Force Majeure Event**”). Force Majeure Events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, pandemics, outbreaks, embargoes, breakdown of equipment, plant or machinery (including, but not limited to, data centre, telecommunications systems and utility services) or other catastrophe.

5. Term and Termination of the Agreement

5.1. Notwithstanding the foregoing, the Developer as well as the Consumer may send a notice to the Company to terminate the Agreement at any time, whether in respect of all or only selected Services, and the Company shall execute the request of the Developer or Consumer to terminate the Services within a period of thirty (30) days of receipt of the request.

5.2. The right of each party to terminate the Agreement in total or partly for good cause shall remain unaffected. Good cause entitling Us to terminate the Agreement exists in particular if the Developer infringes our rights of use by using our Services beyond the scope permitted under this Agreement and does not cease the infringement within a reasonable period after warning by Us.

5.3. Upon expiry or termination of the Agreement, We will cease to provide Services to Developer. If the Agreement is terminated only with respect to single Services, we will cease to provide such Services. The Developer shall, within a reasonable time, specifically return or destroy all copyrighted or otherwise legally protected content (including CLI or software and software components) in his/her possession, and each party shall return all copies of the other party's confidential information.

6. Warranty and Liability

The following rules in section 6.1 to section 6.5.7 shall apply to all Consumers and Developers in any global jurisdiction:

- 6.1.** In case there is a reduction or discontinuation of our Services, you are not entitled to any warranty rights in this respect, unless We have fraudulently concealed a defect.
- 6.2.** Notwithstanding section 6.1 We shall not be responsible for our Services being fit for a particular purpose unless otherwise explicitly agreed upon.
- 6.3.** We shall not be responsible for any Consumer's or Developer's failure to comply with the technical requirements that they must meet under the Terms & Conditions in order to use our Services and, in particular, to register or login on a respective Website or platform.
- 6.4.** Without prejudice to the provisions of section 6.1, We shall not be liable for the loss of Consumer's or Developer's data if this loss is due to Consumer's or Developer's failure to back up data in accordance with section 2.5.5 and thereby ensure that lost data can be restored with reasonable effort.
- 6.5.** To the maximum extent permitted by applicable law of the country of residence of the Consumer or Developer, we make no guarantee, representation or warranties of any kind, whether express or implied:
 - 6.5.1. regarding the timeliness, reliability, accuracy, completeness, accessibility, merchantability, quality, fitness for a particular purpose, currency, correctness, operation or usefulness of any portion of the Services.
 - 6.5.2. regarding the availability or appropriateness of the Services.
 - 6.5.3. that Services will be error-free, continuously available or uninterrupted in operation, un-hackable, uncompromisable, free of any data breach (inadvertently or intentionally through interference or interception by third parties) or free of bugs, computer viruses, unauthorised software, or other harmful codes or components not specifically mentioned herein;
 - 6.5.4. that the Services will not be susceptible to any cybersecurity breach or cannot be compromised and/or free of any data breach (inadvertently or intentionally through interference or interception by third parties);
 - 6.5.5. that the Services will contain information that is always timely and accurate;
 - 6.5.6. that Services will operate or function properly on your devices or operating systems; or
 - 6.5.7. that Services will not cause any damage to your devices or operating systems.

The following rules in section 6.6 shall only be applicable to Consumers and the Developer residing in Germany:

- 6.6.** Notwithstanding anything contained herein, with respect to the Developers/Consumers in Germany, apart from warranties specified under sections 6.1, 6.2 and 6.3 We are liable without limitation for intent or gross negligence, for injury to life, limb or health, in accordance with the provisions of the German Product Liability Act and to the extent of a guarantee assumed by Us. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the Agreement (cardinal obligation), Our liability is limited to the amount of the damage that is foreseeable and typical according to the type of contract in question here. Apart from that, any of Our liability towards the Developers/Consumers in Germany is excluded.

The following rules in section 6.7 to section 6.9 shall only apply (and in deviation of the rules in section 6.1 to section 6.6) to Consumer and the Developer who are not subject to the jurisdiction in Germany:

6.7. Your use of the Services is voluntary and at your sole risk. You are solely responsible for:

6.7.1.1. your use and reliance on the Services and the information available through the Services;

6.7.1.2. any liability, loss or damage that you may incur through use of the Services; and

6.7.1.3. all decisions or actions resulting from your use of the Services and the contents of the Services.

6.8. To the maximum extent permitted by applicable law, we shall not be liable, in any circumstances or legal theories whatsoever, for any damage or loss of any kind, any consequential, incidental, special or indirect damages of any character, loss of data, loss of business, loss of profits or goodwill, interruption of business, costs, expenses or claims of any nature whatsoever, even if we are aware of the risk of such damages:

6.8.1.1. That you may incur as a result of your use, access or reliance on the Services (or any information, data or statement found thereon);

6.8.1.2. that you may incur as a result of your dealing with a third-party service provider /Consumer or any another user through the Services;

6.8.1.3. resulting from the performance of the Services or any delay or failure thereof;

6.8.1.4. arising out of or in connection with any unauthorised access to your account;

6.8.1.5. resulting from any delay in operation or transmission, communication failure, Internet access difficulties or malfunction of equipment or software;

6.8.1.6. the conduct or the views of any person who accesses or uses Services; and/or

6.8.1.7. arising out of or in connection with any suspension or termination of your access to the Services.

6.9. In the event that we are found liable to you for any reason, our liability to you shall not, for any reason, exceed S\$1000 (Singapore Dollars one thousand only). This limitation in this Clause applies to all causes of action in the aggregate including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. In any jurisdiction in which these limitations of liability are restricted, our liability is limited to the greatest extent permitted by law.

7. Indemnity (not applicable to Consumer/Developer in Germany)

7.1. To the fullest extent permitted under law, you agree to indemnify us, our parents, subsidiaries, affiliates, directors, officers, shareholders, employees, agents, sub-contractors and licensors (collectively the “**Indemnified Persons**”) in respect of any and all claims, losses, damages, expenses (including legal costs on a full indemnity basis), or liabilities (whether criminal or civil) and costs of settlement suffered or incurred by the Indemnified Persons or asserted against them in respect of:

7.1.1. Your access, use of, or conduct in connection with the Services;

7.1.2. any application that you develop in connection with your access to or use of the Services that infringes any intellectual property right of any person or violates their privacy rights;

7.1.3. any breach by you of any of the Terms & Conditions;

7.1.4. your misuse of the Services;

7.1.5. any content sent or received by you (as a Developer/Consumer or received by the Developer from the Consumers) through the Services.

7.1.6. any dispute between you and a third party or another user of the Services;

7.1.7. the occurrence of any event due to your act, omission or default which comprises the security or integrity of the Services or its contents; and/or

7.1.8. your violation of any applicable law or the rights (including but without limitation to intellectual property rights and privacy rights) of any other person or entity.

7.2. This section 7 shall not be applicable to the residents of Germany.

8. Applicable Laws with respect to Developers and Consumers residing outside Germany.

8.1. Use of the Services are governed by the laws of Singapore, without reference to conflicts of laws rules.

8.2. Parties submit to the non-exclusive jurisdiction of the courts of Singapore in relation to all disputes and any claim relating to use of the Services or under the Terms & Conditions.

9. Representations and Warranties with reference to Developers and Consumers residing outside the European Union

9.1. By accessing and using the Services, you represent, undertake and warrant that:

9.1.1. you have full capacity and authority to (and do) accept and agree to the Terms & Conditions;

9.1.2. you have not previously been suspended or prohibited from using the Services;

9.1.3. you will comply with all applicable laws and regulations with respect to your activities on and in connection with the Services; and

9.1.4. you will comply with all applicable security or encryption standards, rules, procedures and guidelines.

- 10.** You will provide all support, information and assistance necessary for us or our authorised representatives to conduct investigations, audits or inspections for the purpose of ensuring proper compliance with the Terms & Conditions or our legal or regulatory obligations, without any cost to us. **Appendices**

Appendix 1 Service description and system requirements for Affinidi Login

Appendix 2 Service description and system requirements for Affinidi Portal

Appendix 3 Service description and system requirements for Affinidi CLI

Appendix 4 Service description and system requirements for Affinidi Vault

Appendix 5 Service description and system requirements for Affinidi Mobile App (Beta)

Appendix 1

Service Description and System Requirements for Affinidi Login

1 Service Description

Affinidi Login enables Developers to adopt passwordless authentication flows for their applications with decentralised identity controlled by Consumers. With Affinidi Login, Developers are no longer burdened with collecting user information during registration. Instead, the Consumer's first sign-in doubles as their registration, and all the necessary data for onboarding can be requested during this streamlined sign-in/signup process. The data obtained through Affinidi Login is verifiable, eliminating the need for traditional measures like 'forgot password' or 'validate your email address' or 'validate your phone.' For Consumers, Affinidi Login gives full control, ensuring that they consent to the information shared in a transparent and user-friendly manner. This streamlined approach empowers Developers to create efficient user experiences with data integrity, enhances security and privacy and ensures compatibility with industry standards, such as OID4VP ([Open ID for Verifiable Presentations](#)) which ensures the verification of user authenticity without the need for direct communication with the issuer, reducing the risk of tampering and ensuring data integrity.

2 System Requirements

Affinidi Login can be integrated with applications that support OIDC ([OpenID Connect](#)) standard which is an interoperable authentication protocol based on the [OAuth 2.0](#) framework of specifications (IETF RFC 6749 and 6750). It simplifies the way to verify the identity of Consumers in a standardised manner and to obtain Consumer profile information using an interoperable API.

While Affinidi may provide ready to use libraries and SDKs for specific programming languages or frameworks for seamless integration with Affinidi Login, it doesn't limit the usage or integration of Affinidi Login within applications that are built with other programming languages, if those applications are compatible with OIDC standard. However, both Developers and Consumers will need Affinidi Vault to use Affinidi Login from any application it was integrated into, hence certain limitations may apply to those Consumers depending on their browsers, device or operating system (see System Requirements for Affinidi Vault). In order to use Affinidi Login, also Developers need Affinidi Vault.

Appendix 2

Service Description and System Requirements for Affinidi Portal

1 Service Description

- a) Affinidi Portal is a web application designed to streamline developers' interactions with Affinidi Services, offering a user-friendly interface for accessing, configuring, and tracking various Affinidi offerings. This portal simplifies the integration process, allowing developers to harness the full potential of Affinidi Services
- b) Developers can log in to the Affinidi ecosystem using Affinidi Login which requires them to share their verified email address from the Affinidi vault. On the first login, a default project will be created for the Developer. Under projects, Developers can configure different Affinidi services (Affinidi Login etc.). They will be able to seamlessly access the Projects and service configured within the projects through the Portal. The Developers will also be able to track the usage of the services and manage their accounts from the Portal. The Developers would be able to seek customer support using the Developer Portal.
- c) Affinidi Portal empowers Developers with the tools they need to efficiently manage projects, configure services, access documentation, monitor usage and manage their accounts. With a commitment to user-friendly design and robust functionality, Affinidi Portal is the gateway to unlocking the full potential of Affinidi Services for Developers.
- d) To gain access to Affinidi Portal, Developers utilize the secure Affinidi Login, which requires them to share their email address from their Affinidi Vault. The unique User Decentralized Identifier (**DID**), created during the Affinidi Vault setup, serves as the Developer's identifier within the portal. Prior to accessing the portal, Developers must complete the Affinidi Vault setup.

2 System Requirements for Affinidi Portal

- a. Browser:
 - i. Microsoft Windows 10 or newer: Google Chrome (latest stable version)
 - ii. MacOS 10.15 or newer: Google Chrome (latest stable version)
- b. Browser Configuration:
 - i. JavaScript is enabled
 - ii. Technically required Cookies are enabled

Appendix 3

Service Description and System Requirements for Affinidi CLI

1 Service Description

- a) Affinidi CLI is a tool designed for Developers to seamlessly access, configure, and track Affinidi Services through a command-line interface (CLI). Leveraging the Node Package Manager (NPM), Developers can easily import Affinidi CLI and kick-start their journey with Affinidi Services. Affinidi CLI empowers Developers to efficiently interact with Affinidi Services through a simple and convenient command-line interface. Whether creating Projects, configuring login options, or managing user groups, Affinidi CLI streamlines the process for Developers working with Affinidi services.
- b) After installation, Developers can use the Affinidi start command to log in to the Affinidi ecosystem. On the first login, a default project will be created for the Developer. The Developer is required to share their email address from the Affinidi Vault. A User DID is generated during the Affinidi Vault creation and serves as the Developer's identifier. If the Developer has not set up the Affinidi Vault, they will be guided through the Affinidi Vault setup process.

2 System Requirements

- a) [git](#)
- b) [NodeJS v18](#) or higher (it is recommended to use [nvm](#))
- c) A chromium based browser ([Chrome](#), [Brave](#), etc.) as your default browser
- d) Affinidi Vault
- e) Valid Email ID in order to receive the OTP.

Appendix 4

Service Description and System Requirements for Affinidi Vault

1 Service Description

- a) Affinidi Vault empowers Consumers with a “360-degree view of oneself”, allowing them to own, collect, store and share their data in a manner that aligns with their preferences and values. By using Affinidi Vault, Consumers can securely manage their personal data, benefit from passwordless authentication, have the choice of storing their data based on their preferences and share data in a privacy-enabled and consent-driven manner.
- b) Affinidi Vault enhances the sign-in and sign-up process. There is no longer a need to collect information during registration. The Consumer’s first sign-in serves as registration, and onboarding data can be requested then. All data obtained through is verifiable, eliminating the need for cumbersome validation. Regarding Privacy-Enabled Data Sharing, Affinidi Vault leverages decentralised technologies, such as verifiable credentials, to enable privacy-enabled data sharing. During the Affinidi Vault setup, a unique User Decentralized Identifier (DID) is created that serves as the Consumer’s identifier.
- c) Within the Affinidi Vault, the user will be able to:
 - i) Set up a vault by either a) going/being redirected to www.vault.affinidi.com , through either desktop/mobile web app or b) by downloading the corresponding Chrome Extension from the Chrome Web Store and then logging into the vault ;and in both cases secure Affinidi Vault with a passphrase.
 - ii) In case the Developer/Consumer is using the Chrome extension the vault can also be secured with biometrics. (The biometric unlocking method is an effective way to secure the Affinidi Vault and the data stored therein while being convenient and fast for the Consumer, improving their experience and eliminating the need to manually entering their passphrase every time their Affinidi Vault is locked)
 - iii) Access the profile page and fill, modify or delete the profile data
 - iv) While using the Vault through a Chrome Extension, To perform a Liveness Check as a proof of being a living person
 - v) Authenticate on a Website and share the data from his vault
 - vi) Depending on the type of device the vault is created, the data is stored in the respective device storage.
 - vii) While using web app - @ www.vault.affinidi.com or the mobile app(Android), the user is also provided an option to back up and restore their data from the cloud wherein the user can upload a backup of his vault into the cloud and then restore it with a backup ID and his current passphrase.
- d) With regards to the cloud backup:
 - i) The user can select the option from the settings menu in the vault
 - ii) Once the user selects the option to back up their vault on the cloud, the user is required to use their passphrase to initiate the process
 - iii) Once the process is initiated, the user would receive a “Backup-id” on this email specified in the vault. This would be unique id assigned to the user for restoring vault from cloud back-up
 - iv) This backup id along with the passphrase would be required to be used for restoring the cloud backup

- e) In regards of the Liveness Check:
 - i) The liveness check is a feature designed to ensure that a live person is interacting with the application, as opposed to an automated process like a bot or a static image.
 - ii) During the liveness check, the user receives a prompt instructing them to show their face to the camera. The application analyses the data to determine whether the user face is consistent with live behaviour. This may involve assessing movement, changes in facial features, or other dynamic elements.
 - iii) When authenticating into a website, the user can be asked to share this information as a proof of humanhood.
- f) In regards of the Affinidi Desktop App:
 - i) Affinidi Desktop App enables the use of biometrics on Consumer's desktop equipment in order to unlock the Affinidi Vault. This app is intended to be used only as an add-on for the Affinidi Vault as an additional layer of security. After downloading the Affinidi Desktop App, the Consumer will pair it with the Affinidi Vault. The biometric unlocking method is an effective way to secure the Affinidi Vault and the data stored therein while being convenient and fast for the Consumer, improving their experience and eliminating the need to manually entering their passphrase every time their Affinidi Vault is locked.
- g) Any other new feature that may be introduced by us to the users of the vault.

2 System Requirements

- a) Browser for Chrome Extension:
 - i) Microsoft Windows 10 or newer: Google Chrome (latest stable version)
 - ii) MacOS 10.15 or newer: Google Chrome (latest stable version)
- b) For Desktop App
 - i) Passcode/Biometrics device protection is enabled- users won't be able to use or pair Desktop App in case biometrics and account password are not set on the system of the user.
- c) For Wep App
 - i) For the best experience we recommend using Google Chrome browser.
 - ii) Other browsers that can be used:
 - (1) Safari
 - (2) Firefox
 - (3) Opera
 - (4) Edge
- d) JavaScript is enabled

Appendix 5

Service Description and System Requirements for Affinidi Mobile App (Beta)

1 Service Description

- a) Affinidi Vault Mobile App is the mobile client of the Affinidi Vault. It allows consumers to own, collect, store, and share their data in a manner that aligns with their preferences and values. By using the mobile app, Consumers can securely manage their personal data, benefit from passwordless authentication, have the choice of storing their data based on their preferences and share data in a privacy-enabled and consent-driven manner.
- b) The mobile app allows the user to:
 - i. Set up a vault and secure it with a passphrase and/or biometrics
 - ii. Access the profile page and fill, modify or delete the profile data
 - iii. Authenticate on a website and share data from his vault

2 System Requirements

Android OS Version: V.6.0 or higher